

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.
FOR ASTATULA FUEL REMEDIATION SYSTEM OPERATION & MAINTENANCE
RSQ #16-0029**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and CB&I Environmental & Infrastructure, Inc., a foreign for profit corporation authorized to conduct business in the State of Florida, its successors and assigns, herein referred to as the CONSULTANT.

WHEREAS, the COUNTY has publicly submitted a Request for Statement of Qualifications (RSQ), #16-0029, for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

WHEREAS, RSQ #16-0029 was issued and Procurement Services did seek proposals from firms qualified to provide professional engineering and geologist services for the Astatula Fuel Remediation System Operation and Maintenance (herein referred to as the PROJECT); and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the COUNTY did hold a negotiation meeting in which the COUNTY and the CONSULTANT did reach mutual agreement as to the terms and conditions of such services;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONSULTANT to provide professional engineering and geologist services for the Astatula Fuel Remediation System Operation and Maintenance.

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to perform the services set forth herein in **Attachment A**, known as the Scope of Services, attached hereto and incorporated herein by reference, and **Attachment B**, the CONSULTANT's Proposal. The CONSULTANT shall be governed by the Fee Schedule set forth in **Attachment B**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each party's project manager. The CONSULTANT hereby agrees that time is of the essence in completing this PROJECT and shall complete all work no later than September 30, 2019.

3.2 This Agreement shall be effective beginning October 1, 2016, and shall continue until September 30, 2019. The COUNTY reserves the sole right to extend this Agreement for a three (3) year period at the same pricing structure, scope of services and terms and conditions. Continuation of this Agreement beyond

the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.3 The CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. The CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.4 The CONSULTANT shall not enter upon private property for any purpose without obtaining permission and shall be responsible for the preservation of all public and private property, along and adjacent to the work site and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work hereunder, or in consequence of the non-execution thereof on the part of the CONSULTANT, the CONSULTANT shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done. If the CONSULTANT fails to restore such damaged or injured property, the COUNTY may make such repairs as are necessary and deduct the cost of such repairs from the contract balance.

Article 4. Payment

4.1 Payment shall be made in accordance with the Fee Estimate as attached in **Attachment B**. In no event shall the contract amount exceed \$498,651.62, unless a change order has been executed in accordance with the COUNTY's Purchasing Policy and Procedures. A copy of the COUNTY's Purchasing Policy and Procedures shall be made available to the CONSULTANT upon request.

4.2 Invoices shall be submitted in duplicate to the Department of Procurement Services, P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RSQ number and a detailed description of services and fees.

4.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

4.4 The CONSULTANT shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion.

4.5 Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses, if any, as set forth in **Attachment B**, attached hereto and incorporated herein by reference. The CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.6 In the event a specific project is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY.

Article 5. County Responsibilities

5.1 The COUNTY shall promptly review the deliverables and other materials submitted by the CONSULTANT and provide direction to the CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

5.2 The COUNTY shall reimburse CONSULTANT, in accordance with the Fee Schedule listed in Article 4 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

5.3 The COUNTY will provide to the CONSULTANT all necessary and available GIS data, data developed and/or within the possession of the COUNTY, and any other data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 6. Special Terms and Conditions

6.1 Qualifications. All firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

6.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 30 day advance written notice, the COUNTY shall reimburse the CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of the CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

6.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

6.4 Indemnity. The CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the professional in the performance of the contract.

6.5 Independent Contractor. The CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit

or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.6 Ownership of Deliverables. The CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by the CONSULTANT under this Agreement or furnished by the COUNTY to the CONSULTANT shall be and remain the property of the COUNTY, including any applicable copyrights. The CONSULTANT shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to the COUNTY. Additionally, the CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

6.7 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

6.8 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. Should the CONSULTANT be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the CONSULTANT, the CONSULTANT shall notify the COUNTY in writing within two (2) regular work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

6.9 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.10 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

6.11 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

6.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee contracts exceeding One Hundred Ninety Five Thousand dollars (\$195,000.00); the firm awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage

rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. By executing this Agreement, the CONSULTANT has executed this certificate.

6.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.14 Prohibition Against Contingent Fees. The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.15 Right to Audit. The County reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY's choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

6.16 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the Project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in the COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, sdugan@lakecountyfl.gov.

6.17 Insurance. The CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONSULTANT against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of this Agreement. The CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the requirements under this Agreement at all times throughout the term of the Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONSULTANT in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

Contractual Liability

Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit

\$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured; he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident

\$1,000,000

Disease-Each Employee

\$1,000,000

Disease-Policy Limit

\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

The CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or the CONSULTANT or subconsultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the COUNTY of any insurance supplied by the CONSULTANT or Subconsultant(s), nor a failure to disapprove that insurance, shall relieve the CONSULTANT or Subconsultant(s) of full responsibility for liability, damages, and accidents as set forth herein.

6.18 Federal and/or State Clauses, Terms, and Conditions.

A. Use of the Federal E-Verify System

The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and

2. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

B. Employment of State Residents:

The CONSULTANT shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term "substantially equal qualifications" refers to a situation wherein the CONSULTANT cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

C. Indemnification:

The CONSULTANT shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents, or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the CONSULTANT, its officers, agents or employees.

6.19 Conflict of Interest. The CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONSULTANT as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by the COUNTY upon consultation with its attorney.

6.20 Key Personnel. The CONSULTANT agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT desires to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

Article 7. Miscellaneous Provisions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:
CB&I Environmental & Infrastructure, Inc.
1228 Winter Garden Vineland Road
Wintergarden, FLorida 34787
Attn: Curtis Lee, Resource Manager

If to COUNTY:
County Manager
Lake County Administration Bldg.
Post Office Box 7800
Tavares, Florida 32778-7800

With a Copy to:
CB&I Environmental & Infrastructure, Inc.
4171 Essen Lane
Baton Rouge, LA 70809
Attn: Legal Department

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

8.2 This Agreement contains the following Attachments:

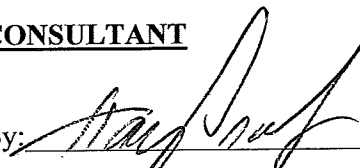
Attachment A	Scope of Services
Attachment B	Proposal and Fee Schedule

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**Agreement between Lake County, Florida and CB&I Environmental & Infrastructure, Inc. for
Astatula Fuel Remediation System Operation and Maintenance; RSQ #16-0029**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONSULTANT through its duly authorized representative.

CONSULTANT

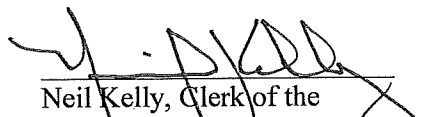
By: 
Harry Dravecky, Executive Vice President
CB&I Environmental & Infrastructure, Inc.

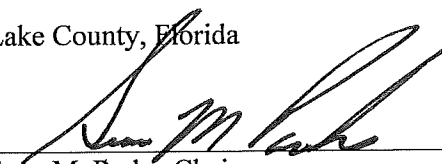
This 13 day of September, 2016.

COUNTY


Lake County, Florida

ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida


Sean M. Parks, Chairman
This 27th day of Sept, 2016

Approved as to form and legality:


Melanie Marsh, County Attorney

ATTACHMENT A: SCOPE OF SERVICES

Lake County Public Works Scope of Services Astatula Fuel Remediation System Operation & Maintenance

1.0 Purpose

Provide professional services for the Astatula Fuel Remediation System Operation and Maintenance. The Consultant will have a professional business license to be able to provide operation and maintenance, engineering evaluation, design, and recommendations that come from the testing. This would mean having a professional engineer, and professional geologist on staff that is licensed in Florida. The company/firm performing this work will be on the approved FDEP list of certified contractors. Field personnel will have completed OSHA HAZWOPER 40 hour training with a current certification.

The system is in year 5 of its operation, and at this time has 10 groundwater recovery perimeter wells for containment. These were built in Phase I. Phase II construction has added 4 new groundwater recovery wells and 5 new dual phase wells, recently constructed for source removal. The Remedial Action Plan (RAP) and addendum has been provided, along with the last quarterly FDEP submittals to familiarize the Consultant with the Astatula Project. They can be obtained through the County.

The Consultant will provide a quarterly and an annual report that will contain all essential information and recommendations for submittal to the Florida Department of Environmental Protection (FDEP) as per the Astatula RAP.

A detailed list of services is provided under the Section 2.0 Consultant's Tasks.

2.0 CONSULTANT'S TASKS

Task 1- Operation and Maintenance

The Consultant should have at least one field technician with a minimum of 5 years' experience performing O&M on remedial system specifically related to groundwater remediation. The Consultant should have equipment and instrumentation typical for this type of work, including but not limited to: organic vapor analyzer equipped with flame ionizing detection (OVA-FID), water levels/interface probes, vacuum/pressure gauges, Personnel Protective Equipment (PPE) level C, 4-wheel drive truck, pressure washer, peristaltic pump, sampling field monitoring equipment (ORP, pH, Temperature, conductivity, alkalinity).

Consultant shall self-perform system O&M with company staff, without the need for subcontractors, except for discrete events such as spent carbon removal, etc.

The quarterly water sampling will be part of this contract, so the Consultant should self-perform groundwater sampling with technicians trained in FDEP Standard Operating Procedures (SOP) for field sampling. Quarterly and Annual reports to FDEP are signed and sealed by a Florida Professional Engineer.

Bag filters are changed daily (M-F) with Lake County taking care of this operation 4 times a week. The consultant is expected to handle this task on the other day of the week.

The consultant shall maintain communications with FDEP site project manager and act on the County's behalf with regard to conveying information on the remedial system.

Deliverables

One page weekly reports are emailed to the County's project manager on system status.

Task 2 – Groundwater Sampling and Monitoring

The Consultant will monitor and sample all wells in accordance with the approved RAP for the Astatula Fuel Remediation System. The sampling sequences are denoted within the RAP and Quarterly reports to FDEP.

Staff engineers and geologists (with a minimum 5 years of experience doing this type of work) should be available for evaluation and assessment of the system, and how the sampling should/could steer changes and adjustments for a productive clean up. A possible adjustment to the RAP could be in order, and staff should be able to perform such duties. This would mean the Consultant has access to ACAD drafting equipment and the personnel to make such adjustments.

All FDEP Standard Operating Procedures (SOP) should be understood and followed with all sampling events.

Deliverables

Possible plan changes to adjust existing RAP

Task 3 – FDEP Quarterly and Annual Reporting

The Consultant will report on behalf of Lake County to the FDEP per the Quarterly and Annual schedule as presented in the RAP.

If questions are presented from the testing results, the Consultant will work with Lake County on preparing a responding letter.

Deliverables

The Consultant will provide Lake County with one hard copy and one digital copy of these reports to FDEP.

3.0 Qualifications/Certifications of Staff and Company

Company or Firm – Must have a current business license for providing the types of services listed within this RFQ, within the State of Florida. Must also be an approved contractor under the current FDEP list of certified contractors.

Professional Engineer – current licensing with the State of FL., with a minimum of 5 years of experience in this type of work.

Professional Geologist – current licensing with the State of FL., with a minimum of 5 years of experience in this type of work.

Field Technician – A minimum of 5 years of experience in this type of work. Must be certified for OSHA HAZWOPER - 40 hour training with a current certification.

4.0 Schedule

The schedule for this project will be for a term of 3 years, with a possible 3 year extension.

ATTACHMENT B: PROPOSAL & FEE SCHEDULE



CB&I
1228 Winter Garden Vineland Road
Winter Garden, FL 34787
Tel: +1 407 287 3200
Fax: +1 407 287 3201
www.CBI.com

August 29, 2016

Mr. Alan Kirkland, P.E.
Lake County Public Works Engineering Division
350 N. Sinclair Avenue
Tavares, FL 32778

**Subject: Proposal for Environmental Services for 3 Year Term
Operation & Maintenance of Remedial System
Astatula Refueling Facility, FDEP ID #35/8622951
13130 County Landfill Road, Astatula, Lake County, FL**

Dear Mr. Kirkland:

As discussed, CB&I Environmental and Infrastructure, Inc., (CB&I) submits this proposal to perform environmental services related to the Maintenance and Operation (O&M) of the remedial system implemented at the Astatula Refueling Facility. The scope of work outlined in this proposal provides the services for a three year period. Work performed for the proposed services will be completed in accordance with the existing contract (RSQ-16-0029) between Lake County (County) and CB&I and in general accordance with the Florida Department of Environmental Protection (FDEP) Chapter 62-780, Florida Administrative Code (FAC) for petroleum cleanup and industry standards.

Scope of Services

The proposed scope of work includes O&M services for Phase I and II remedial systems, monitoring and quarterly reporting to FDEP for a three year period. O&M services are necessary to maintain efficient remedial system operation, reduce potential for system failure, collect data required for FDEP reporting and confirm the remedial design is working as designed. Monthly system monitoring and quarterly reporting is required for active remediation sites under Chapter 62-780 FAC.

O&M Services

CB&I will mobilize to the site on a weekly basis and additionally on "as needed" basis to perform monitoring, cleaning, adjustment, and other necessary routine maintenance. Activities completed during O&M visits will be similar throughout the performance period. These activities will include decanting free product (as necessary), adjustment of drop tube in recovery wells, cleaning flow meters and valves, lubrication of bearings and other moving parts, replacement of bag filtration elements, adjustment of individual pump motor



Mr. Alan Kirkland, P.E.
August 29, 2016
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controllers, adjustment of airflow through the airstripper unit. Removal and cleaning of system monitoring equipment will be performed on an as needed basis. The remedial system data is collected to monitor performance of recovery wells, recovery well pumps, bag filtration units, the airstripper unit, and both liquid- and vapor-phase carbon vessels. This allows evaluation the remedial system operational efficiency and determine when cleaning is required.

In addition to regular O&M services, CB&I will inject hydrogen peroxide into the Phase I recovery wells on a quarterly basis in an effort to reduce fouling. CB&I will clean the airstripper by recirculating a low pH fluid (Acid Magic or similar) and/or manual brushing.

The implementation of Phase II will increase the amount of groundwater being treated, which will also increase iron fouling. Therefore, CB&I proposes to add a backwash system during the first year of O&M to assist in maintaining the increased groundwater flow. The backwash system consists of a 3,000 gallon polytank for backwash water storage and a centrifugal pump to facilitate backwashing the granular activated carbon (GAC).

The ten Phase I and six Phase II submersible pumps will be removed from the recovery well, inspected and cleaned on an annual basis. If costs for repair/replacement of components exceed the contingency budget, then CB&I will submit a change order request to Lake County for approval prior to performing out-of-scope work.

Monitoring and Reporting

Monthly monitoring for the remedial system is required to ensure the contaminated groundwater is adequately treated before discharging to the infiltration gallery. In order to evaluate the effectiveness of the remedial system groundwater monitoring of select monitoring wells is required on a quarterly basis. CB&I will subcontract laboratory services through Lakeland Laboratories, LLC, a laboratory certified by the National Environmental Laboratory Accreditation Program (NELAP) for water and vapor analyses. CB&I personnel will perform sampling activities as outlined in the approved Remedial Action Plan Modification (RAP) approved August 30, 2011. During sampling events CB&I will collect monitor well parameters and water samples for analysis using Environmental Protection Agency (EPA) Method 8260B for volatile organic compounds (VOCs) and methyl tert-butyl ether (MTBE) and EPA Method 8270C for semi-volatile organic compounds (SVOCs). Monitoring well sample collection will be performed in accordance with FDEP Standard Operating Procedure (SOP) FS 2200, "Groundwater Sampling."

Based on the site monitoring plan CB&I will sample the designated monitoring wells on a quarterly basis. The following table summarizes the designated monitoring well sampling schedule.

Sampling Basis	Monitor Wells	Analyses
Monthly	Influent/effluent water: Phase I&II systems	8260/8270

The information contained in this proposal is confidential commercial information and shall not be disclosed, except for evaluation purposes, provided that if a contract is awarded to CB&I Environmental and Infrastructure, Inc. as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data to the extent provided in the contract. This restriction does not limit the requestor's right to use or disclose any technical data obtained from another source without restriction



Mr. Alan Kirkland, P.E.
August 29, 2016
Page 3

Sampling Basis	Monitor Wells	Analyses
	Influent/effluent vapor weekly for first month; monthly	EPA Method 18
Quarterly (24 wells)	Aquifer A: A2-CA-2A, A2-19A, A2-CA-3, A2-CA-6A, A2-CA-1, MW-1A, MW-2A, A2-CA-3A, MW-18A Aquifer B: A2-8B, A2-CA-4B, MW-7B, MW-10B, MW-18B Aquifer C: A2-8C, A2-19C, A2-CA-4C, A2-CA-5C, MW-6C, MW-10C, MW-18C Aquifer D: MW-11D, MW-12D, MW-16D	\$260/\$270
Annual (50 wells)	All quarterly wells plus: Aquifer A: MW-4A, MW-5A, MW-6A, MW-7A, MW-17A, MW-19A Aquifer B: A2-CA-5B, MW-1B, MW-2B, MW-4B, MW-6B, MW-9B, MW-16B, MW-17B, MW-20B, A2-19B, Aquifer C: MW-1C, MW-2C, MW-4C, MW-6C, MW-7C, MW-16C Aquifer D: MW-1D, MW-6D, MW-5E Aquifer E: MW-01DD	\$260/\$270

Groundwater samples collected will be placed in laboratory supplied containers and transferred under chain of custody to Lakeland Laboratories, LLC for analysis.

In accordance with the approved RAP and Addenda quarterly reports will be prepared and submitted to FDEP. CB&I will prepare and submit three quarterly O&M reports and one annual O&M report for each of the three years for submittal to the County and FDEP. These reports will summarize field activities, collected field data, and laboratory analytical results and will provide recommendations. The annual O&M report will summarize activities and data from throughout the year and provide recommendations for future activities. Every report will be signed and sealed by a Florida registered professional engineer. CB&I will provide the County and FDEP with an electronic and hard copy of each report.

SCHEDULE AND BUDGET

CB&I proposes to perform the scope of work described herein on a Time and Materials basis with a maximum limiting fee as indicated on summary table below and the attached cost breakdown sheets. As a cost reduction measure, CB&I will continue to work with the County to facilitate the County in performing bag filter replacement, thereby reducing the required number of site visits by CB&I. Based on the proposed monitoring program and O&M services CB&I proposes to the following budget for each quarter:

The information contained in this proposal is confidential commercial information and shall not be disclosed, except for evaluation purposes, provided that if a contract is awarded to CB&I Environmental and Infrastructure, Inc. as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data to the extent provided in the contract. This restriction does not limit the requester's right to use or disclose any technical data obtained from another source without restriction



Mr. Alan Kirkland, P.E.
August 29, 2016
Page 4

	Quarter 1 Oct. to Dec.	Quarter 2 Jan. to Mar.	Quarter 3 Apr. to June	Quarter 4 July to Sept.	Total Year
YEAR 1 (2016 – 2017)	\$44,797.90	\$38,593.30	\$41,323.30	\$41,770.60	\$166,425.10
Year 2 (2017 – 2018)	\$41,350.07	\$39,975.87	\$39,975.87	\$42,810.29	\$164,112.09
Year 3 (2018 – 2018)	\$42,352.79	\$40,943.37	\$40,943.37	\$43,874.90	\$168,114.43

The estimated cost and proposed scope of work are based on information available to CB&I at this time. If conditions change, unforeseen circumstances are encountered, and/or work efforts are redirected, the cost estimate may require modification; however, CB&I will contact the County for approval prior to performing additional or out-of-scope work. A breakdown of the costs for each task described herein is presented in Attachment A.

To authorize CB&I to begin the proposed scope of work described herein, please issue a Purchase Order to CB&I identifying this proposal. Thank you for the opportunity to work with Lake County on this project. If you have any questions, please call me at (407) 287-3216.

Sincerely,
CB&I Environmental, Inc.

Eric K. Kramer, P.E.
Project Engineer

CB&I Environmental & Infrastructure, Inc.

The information contained in this proposal is confidential commercial information and shall not be disclosed, except for evaluation purposes, provided that if a contract is awarded to CB&I Environmental and Infrastructure, Inc. as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data to the extent provided in the contract. This restriction does not limit the requestor's right to use or disclose any technical data obtained from another source without restriction.

Attachment A

Details of Costs and Fees: Quarter 1
(2016-2017)
Operation and Maintenance
Astatula Refueling Facility
Lake County, Florida

Category	Unit	Quantity	Unit Rate (\$)	Mark up	Total (\$)
Personnel					
Contract Manager	5 hours		\$150.00		\$750.00
Senior Engineer/Geologist/Project Manager	50 hours		\$135.00		\$6,750.00
Engineer II/Geologist III	130 hours		\$90.00		\$11,700.00
Eng I/Geologist II	15 hours		\$72.00		\$1,080.00
Drafting	5 hours		\$65.00		\$325.00
Accountant	5 hours		\$65.00		\$325.00
Field Scientist/Technician	150 hours		\$57.00		\$8,550.00
Billing Clerk	7 hours		\$52.00		\$364.00
Secretary/Word Processor	9 hours		\$52.00		\$468.00
Subtotal – Personnel					\$30,312.00
Equipment and Expendables					
Operation and Maintenance Kit	3 days		\$200.00		\$600.00
Pick-up Truck	16 days		\$60.00		\$960.00
Organic Vapor Analyzer (FID)	3 days		\$65.00		\$195.00
Bag Filtration Elements	240 each		\$5.00	10%	\$1,320.00
Level D PPE	6 days		\$10.00		\$60.00
Acid Magic & buffer	36 gallon		\$14.00	10%	\$554.40
Hydrogen peroxide (15%)	10 drum		\$175.00	10%	\$1,925.00
2,000 gallon backwash tank	1 each		\$1,800.00	10%	\$1,980.00
Backwash pump	1 each		\$1,350.00	10%	\$1,485.00
Backwash 3-inch hose	4 each		\$150.00	10%	\$660.00
Backwash valves	3 each		\$115.00	10%	\$379.50
Backwash quick disconnect fittings	12 each		\$25.00	10%	\$330.00
Subtotal – Equipment and Expendables					\$10,448.90
Analytical Subcontractor					
Monitor Well Sample & Analysis (8260/8270)	25 analyses		\$109.00	10%	\$2,997.50
Remedial System (aqueous) 8260/8270	6 analyses		\$109.00	10%	\$719.40
Remedial System Analysis (vapor) T03	3 analyses		\$97.00	10%	\$320.10
Subtotal Subcontractors					\$4,037.00
Total Quarter 1 Cost					\$44,797.90

Notes:

Proposal assumes Lake County performs bag filter changes four times per week

Attachment A

Details of Costs and Fees: Quarter 2
(2016-2017)
Operation and Maintenance
Astatula Refueling Facility
Lake County, Florida

Category	Unit	Quantity	Unit Rate (\$)	Mark up	Total (\$)
Personnel					
Contract Manager		5 hours	\$150.00		\$750.00
Senior Engineer/Geologist/Project Manager		50 hours	\$135.00		\$6,750.00
Engineer II/Geologist III		120 hours	\$90.00		\$10,800.00
Eng I/Geologist II		15 hours	\$72.00		\$1,080.00
Drafting		5 hours	\$65.00		\$325.00
Accountant		5 hours	\$65.00		\$325.00
Field Scientist/Technician		120 hours	\$57.00		\$6,840.00
Billing Clerk		7 hours	\$52.00		\$364.00
Secretary/Word Processor		9 hours	\$52.00		\$468.00
Subtotal – Personnel					\$27,702.00
Equipment and Expendables					
Operation and Maintenance Kit		3 days	\$200.00		\$600.00
Pick-up Truck		16 days	\$60.00		\$960.00
Organic Vapor Analyzer (FID)		3 days	\$65.00		\$195.00
Bag Filtration Elements		240 per unit	\$5.00	10%	\$1,320.00
Level D PPE		6 days	\$10.00		\$60.00
Acid Magic & buffer		36 gallon	\$14.00	10%	\$554.40
Hydrogen peroxide (15%)		10 drum	\$175.00	10%	\$1,925.00
Contingency equipment repair/refurbish		1 lump sum	\$1,500.00		\$1,500.00
Subtotal – Equipment and Expendables					\$7,114.40
Analytical Subcontractor					
Monitor Well Sample & Analysis (8260/8270)		25 analyses	\$109.00	10%	\$2,997.50
Remedial System (aqueous) 8260/8270		6 analyses	\$109.00	10%	\$719.40
Subtotal Subcontractors					\$3,716.90
Total Quarter 2 Cost					\$38,533.30

Notes:

Proposal assumes Lake County performs bag filter changes four times per week

Attachment A

**Details of Costs and Fees: Quarter 3
(2016-2017)**

Operation and Maintenance
Astatula Refueling Facility
Lake County, Florida

Category	Unit Quantity	Unit Rate (\$)	Mark up	Total (\$)
Personnel				
Contract Manager	5 hours	\$150.00		\$750.00
Senior Engineer/Geologist/Project Manager	50 hours	\$135.00		\$6,750.00
Engineer II/Geologist III	120 hours	\$90.00		\$10,800.00
Eng I/Geologist II	30 hours	\$72.00		\$2,160.00
Drafting	5 hours	\$65.00		\$325.00
Accountant	5 hours	\$65.00		\$325.00
Field Scientist/Technician	150 hours	\$57.00		\$8,550.00
Billing Clerk	7 hours	\$52.00		\$364.00
Secretary/Word Processor	9 hours	\$52.00		\$468.00
<u>Subtotal -- Personnel</u>				<u>\$30,492.00</u>
Equipment and Expendables				
Operation and Maintenance Kit	3 days	\$200.00		\$600.00
Pick-up Truck	16 days	\$60.00		\$960.00
Organic Vapor Analyzer (FID)	3 days	\$65.00		\$195.00
Bag Filtration Elements	240 per unit	\$5.00	10%	\$1,320.00
Level D PPE	6 days	\$10.00		\$60.00
Acid Magic & buffer	36 gallon	\$14.00	10%	\$554.40
Hydrogen peroxide (15%)	10 drum	\$175.00	10%	\$1,925.00
Contingency equipment repair/refurbish	1 lump sum	\$1,500.00		\$1,500.00
<u>Subtotal -- Equipment and Expendables</u>				<u>\$7,114.40</u>
Analytical Subcontractor				
Monitor Well Sample & Analysis (8260/8270)	25 analyses	\$109.00	10%	\$2,997.50
Remedial System (aqueous) 8260/8270	6 analyses	\$109.00	10%	\$719.40
<u>Subtotal Subcontractors</u>				<u>\$3,716.90</u>
<u>Total Quarter 3 Cost</u>				<u>\$41,323.30</u>

Notes:

Proposal assumes Lake County performs bag filter changes four times per week

Attachment A

Details of Costs and Fees: Quarter 4
(2016-2017)
Operation and Maintenance
Astatula Refueling Facility
Lake County, Florida

Category	Unit Quantity	Unit Rate (\$)	Mark up	Total (\$)
Personnel				
Contract Manager	5 hours	\$150.00		\$750.00
Senior Engineer/Geologist/Project Manager	50 hours	\$135.00		\$6,750.00
Engineer II/Geologist III	120 hours	\$90.00		\$10,800.00
Eng I/Geologist II	15 hours	\$72.00		\$1,080.00
Drafting	5 hours	\$65.00		\$325.00
Accountant	5 hours	\$65.00		\$325.00
Field Scientist/Technician	120 hours	\$57.00		\$6,840.00
Billing Clerk	7 hours	\$52.00		\$364.00
Secretary/Word Processor	9 hours	\$52.00		\$468.00
Subtotal – Personnel				\$27,702.00
Equipment and Expendables				
Operation and Maintenance Kit	3 days	\$200.00		\$600.00
Pick-up Truck	16 days	\$60.00		\$960.00
Organic Vapor Analyzer (FID)	3 days	\$65.00		\$195.00
Bag Filtration Elements	240 per unit	\$5.00	10%	\$1,320.00
Level D PPE	6 days	\$10.00		\$60.00
Hydrogen peroxide (15%)	10 drum	\$175.00	10%	\$1,925.00
Acid Magic & buffer	36 gallon	\$14.00	10%	\$554.40
Contingency equipment repair/refurbish	1 lump sum	\$1,500.00		\$1,500.00
Subtotal – Equipment and Expendables				\$7,114.40
Analytical Subcontractor				
Monitor Well Sample & Analysis (8260/8270)	52 analyses	\$109.00	10%	\$6,234.80
Remedial System (aqueous) 8260/8270	6 analyses	\$109.00	10%	\$719.40
Subtotal Subcontractors				\$6,954.20
Total Quarter 4 Cost				\$41,770.60

Notes:

Proposal assumes Lake County performs bag filter changes four times per week

Attachment A

Details of Costs and Fees: Quarter 1
(2017-2018)
Operation and Maintenance
Astatula Refueling Facility
Lake County, Florida

Category	Unit	Quantity	Unit Rate (\$)	Mark up	Total (\$)
Personnel					
Contract Manager		5 hours	\$154.50		\$772.50
Senior Engineer/Geologist/Project Manager		50 hours	\$139.05		\$6,952.50
Engineer II/Geologist III		120 hours	\$92.70		\$11,124.00
Eng I/Geologist II		15 hours	\$74.16		\$1,112.40
Drafting		5 hours	\$66.95		\$334.75
Accountant		5 hours	\$66.95		\$334.75
Field Scientist/Technician		140 hours	\$58.71		\$8,219.40
Billing Clerk		7 hours	\$53.56		\$374.92
Secretary/Word Processor		9 hours	\$53.56		\$482.04
Subtotal – Personnel					\$29,707.26
Equipment and Expendables					
Operation and Maintenance Kit		3 days	\$200.00		\$600.00
Pick-up Truck		16 days	\$60.00		\$960.00
Organic Vapor Analyzer (FID)		3 days	\$65.00		\$195.00
Bag Filtration Elements		240 each	\$5.00	10%	\$1,320.00
Level D PPE		6 days	\$10.00		\$60.00
Acid Magic & buffer		36 gallon	\$14.00	10%	\$554.40
Hydrogen peroxide (15%)		10 drum	\$175.00	10%	\$1,925.00
Contingency equip. (GAC changeout)		1 each	\$2,000.00	10%	\$2,200.00
Subtotal – Equipment and Expendables					\$7,814.40
Analytical Subcontractor					
Monitor Well Sample & Analysis (8260/8270)		25 analyses	\$112.27	10%	\$3,087.43
Remedial System (aqueous) 8260/8270		6 analyses	\$112.27	10%	\$740.98
Subtotal Subcontractors					\$3,828.41
Total Quarter 1 Cost					\$41,350.07

Notes:

Proposal assumes Lake County performs bag filter changes four times per week

Attachment A

Details of Costs and Fees: Quarter 2
(2017-2018)
Operation and Maintenance
Astatula Refueling Facility
Lake County, Florida

Category	Unit	Quantity	Unit Rate (\$)	Mark up	Total (\$)
Personnel					
Contract Manager		5 hours	\$154.50		\$772.50
Senior Engineer/Geologist/Project Manager		50 hours	\$139.05		\$6,952.50
Engineer II/Geologist III		120 hours	\$92.70		\$11,124.00
Eng I/Geologist II		15 hours	\$74.16		\$1,112.40
Drafting		5 hours	\$66.95		\$334.75
Accountant		5 hours	\$66.95		\$334.75
Field Scientist/Technician		120 hours	\$58.71		\$7,045.20
Billing Clerk		7 hours	\$53.56		\$374.92
Secretary/Word Processor		9 hours	\$53.56		\$482.04
Subtotal – Personnel					\$28,533.06
Equipment and Expendables					
Operation and Maintenance Kit		3 days	\$200.00		\$600.00
Pick-up Truck		16 days	\$60.00		\$960.00
Organic Vapor Analyzer (FID)		3 days	\$65.00		\$195.00
Bag Filtration Elements		240 per unit	\$5.00	10%	\$1,320.00
Level D PPE		6 days	\$10.00		\$60.00
Acid Magic & buffer		36 gallon	\$14.00	10%	\$554.40
Hydrogen peroxide (15%)		10 drum	\$175.00	10%	\$1,925.00
Contingency equip. (GAC changeout)		1 lump sum	\$2,000.00		\$2,000.00
Subtotal – Equipment and Expendables					\$7,614.40
Analytical Subcontractor					
Monitor Well Sample & Analysis (8260/8270)		25 analyses	\$112.27	10%	\$3,087.43
Remedial System (aqueous) 8260/8270		6 analyses	\$112.27	10%	\$740.98
Subtotal Subcontractors					\$3,828.41
Total Quarter 2 Cost					\$39,975.87

Notes:

Proposal assumes Lake County performs bag filter changes four times per week

Attachment A

**Details of Costs and Fees: Quarter 3
(2017-2018)**

**Operation and Maintenance
Astatula Refueling Facility
Lake County, Florida**

Category	Unit	Quantity	Unit Rate (\$)	Mark up	Total (\$)
Personnel					
Contract Manager	5 hours		\$154.50		\$772.50
Senior Engineer/Geologist/Project Manager	50 hours		\$139.05		\$6,952.50
Engineer II/Geologist III	120 hours		\$92.70		\$11,124.00
Eng I/Geologist II	15 hours		\$74.16		\$1,112.40
Drafting	5 hours		\$66.95		\$334.75
Accountant	5 hours		\$66.95		\$334.75
Field Scientist/Technician	120 hours		\$58.71		\$7,045.20
Billing Clerk	7 hours		\$53.56		\$374.92
Secretary/Word Processor	9 hours		\$53.56		\$482.04
<u>Subtotal – Personnel</u>					<u>\$28,533.06</u>
Equipment and Expendables					
Operation and Maintenance Kit	3 days		\$200.00		\$600.00
Pick-up Truck	16 days		\$60.00		\$960.00
Organic Vapor Analyzer (FID)	3 days		\$65.00		\$195.00
Bag Filtration Elements	240 per unit		\$5.00	10%	\$1,320.00
Level D PPE	6 days		\$10.00		\$60.00
Acid Magic & buffer	36 gallon		\$14.00	10%	\$554.40
Hydrogen peroxide (15%)	10 drum		\$175.00	10%	\$1,925.00
Contingency equipment repair/refurbish	1 lump sum		\$2,000.00		\$2,000.00
<u>Subtotal – Equipment and Expendables</u>					<u>\$7,614.40</u>
Analytical Subcontractor					
Monitor Well Sample & Analysis (8260/8270)	25 analyses		\$112.27	10%	\$3,087.43
Remedial System (aqueous) 8260/8270	6 analyses		\$112.27	10%	\$740.98
<u>Subtotal Subcontractors</u>					<u>\$3,828.41</u>
<u>Total Quarter 3 Cost</u>					<u>\$39,975.87</u>

Notes:

Proposal assumes Lake County performs bag filter changes four times per week

Attachment A

Details of Costs and Fees: Quarter 4
(2017-2018)
Operation and Maintenance
Astatula Refueling Facility
Lake County, Florida

Category	Unit Quantity	Unit Rate (\$)	Mark up	Total (\$)
Personnel				
Contract Manager	5 hours	\$154.50		\$772.50
Senior Engineer/Geologist/Project Manager	50 hours	\$139.05		\$6,952.50
Engineer II/Geologist III	120 hours	\$92.70		\$11,124.00
Eng I/Geologist II	15 hours	\$74.16		\$1,112.40
Drafting	5 hours	\$66.95		\$334.75
Accountant	5 hours	\$66.95		\$334.75
Field Scientist/Technician	120 hours	\$58.71		\$7,045.20
Billing Clerk	7 hours	\$53.56		\$374.92
Secretary/Word Processor	9 hours	\$53.56		\$482.04
Subtotal -- Personnel				\$28,533.06
Equipment and Expendables				
Operation and Maintenance Kit	3 days	\$200.00		\$600.00
Pick-up Truck	16 days	\$60.00		\$960.00
Organic Vapor Analyzer (FID)	3 days	\$65.00		\$195.00
Bag Filtration Elements	240 per unit	\$5.00	10%	\$1,320.00
Level D PPE	6 days	\$10.00		\$60.00
Acid Magic & buffer	36 gallon	\$14.00	10%	\$554.40
Hydrogen peroxide (15%)	10 drum	\$175.00	10%	\$1,925.00
Contingency equipment repair/refurbish	1 lump sum	\$1,500.00		\$1,500.00
Subtotal -- Equipment and Expendables				\$7,114.40
Analytical Subcontractor				
Monitor Well Sample & Analysis (8260/8270)	52 analyses	\$112.27	10%	\$6,421.84
Remedial System (aqueous) 8260/8270	6 analyses	\$112.27	10%	\$740.98
Subtotal Subcontractors				\$7,162.83
Total Quarter 4 Cost				\$42,810.29

Notes:

Proposal assumes Lake County performs bag filter changes four times per week

Attachment A
Details of Costs and Fees: Quarter 1
(2018-2019)
Operation and Maintenance
Astatula Refueling Facility
Lake County, Florida

Category	Unit	Quantity	Unit Rate (\$)	Mark up	Total (\$)
Personnel					
Contract Manager		5 hours	\$159.14		\$795.68
Senior Engineer/Geologist/Project Manager		50 hours	\$143.22		\$7,161.08
Engineer II/Geologist III		120 hours	\$95.48		\$11,457.72
Eng I/Geologist II		15 hours	\$76.38		\$1,145.77
Drafting		5 hours	\$68.96		\$344.79
Accountant		5 hours	\$68.96		\$344.79
Field Scientist/Technician		140 hours	\$60.47		\$8,465.98
Billing Clerk		7 hours	\$55.17		\$386.17
Secretary/Word Processor		9 hours	\$55.17		\$496.50
Subtotal – Personnel					\$30,598.48
Equipment and Expendables					
Operation and Maintenance Kit		3 days	\$200.00		\$600.00
Pick-up Truck		16 days	\$60.00		\$960.00
Organic Vapor Analyzer (FID)		3 days	\$65.00		\$195.00
Bag Filtration Elements		240 each	\$5.00	10%	\$1,320.00
Level D PPE		6 days	\$10.00		\$60.00
Acid Magic & buffer		36 gallon	\$14.00	10%	\$554.40
Hydrogen peroxide (15%)		10 drum	\$175.00	10%	\$1,925.00
Contingency equipment replacement		1 each	\$2,000.00	10%	\$2,200.00
Subtotal – Equipment and Expendables					\$7,814.40
Analytical Subcontractor					
Monitor Well Sample & Analysis (8260/8270)		25 analyses	\$115.54	10%	\$3,177.35
Remedial System (aqueous) 8260/8270		6 analyses	\$115.54	10%	\$762.56
Subtotal Subcontractors					\$3,939.91
Total Quarter 1 Cost					\$42,352.79

Notes:

Proposal assumes Lake County performs bag filter changes four times per week

Attachment A

Details of Costs and Fees: Quarter 2
(2018-2019)
Operation and Maintenance
Astatula Refueling Facility
Lake County, Florida

Category	Unit	Quantity	Unit Rate (\$)	Mark up	Total (\$)
Personnel					
Contract Manager		5 hours	\$159.14		\$795.68
Senior Engineer/Geologist/Project Manager		50 hours	\$143.22		\$7,161.08
Engineer II/Geologist III		120 hours	\$95.48		\$11,457.72
Eng I/Geologist II		15 hours	\$76.38		\$1,145.77
Drafting		5 hours	\$68.96		\$344.79
Accountant		5 hours	\$68.96		\$344.79
Field Scientist/Technician		120 hours	\$60.47		\$7,256.56
Billing Clerk		7 hours	\$55.17		\$386.17
Secretary/Word Processor		9 hours	\$55.17		\$496.50
Subtotal -- Personnel					\$29,389.05
Equipment and Expendables					
Operation and Maintenance Kit		3 days	\$200.00		\$600.00
Pick-up Truck		16 days	\$60.00		\$960.00
Organic Vapor Analyzer (FID)		3 days	\$65.00		\$195.00
Bag Filtration Elements		240 per unit	\$5.00	10%	\$1,320.00
Level D PPE		6 days	\$10.00		\$60.00
Acid Magic & buffer		36 gallon	\$14.00	10%	\$554.40
Hydrogen peroxide (15%)		10 drum	\$175.00	10%	\$1,925.00
Contingency equipment repair/refurbish		1 lump sum	\$2,000.00		\$2,000.00
Subtotal -- Equipment and Expendables					\$7,614.40
Analytical Subcontractor					
Monitor Well Sample & Analysis (8260/8270)		25 analyses	\$115.54	10%	\$3,177.35
Remedial System (aqueous) 8260/8270		6 analyses	\$115.54	10%	\$762.56
Subtotal Subcontractors					\$3,939.91
Total Quarter 2 Cost					\$40,943.37

Notes:

Proposal assumes Lake County performs bag filter changes four times per week

Attachment A
Details of Costs and Fees: Quarter 3
(2018-2019)
Operation and Maintenance
Astatula Refueling Facility
Lake County, Florida

Category	Unit	Quantity	Unit Rate (\$)	Mark up	Total (\$)
Personnel					
Contract Manager		5 hours	\$159.14		\$795.68
Senior Engineer/Geologist/Project Manager		50 hours	\$143.22		\$7,161.08
Engineer II/Geologist III		120 hours	\$95.48		\$11,457.72
Eng I/Geologist II		15 hours	\$76.38		\$1,145.77
Drafting		5 hours	\$68.96		\$344.79
Accountant		5 hours	\$68.96		\$344.79
Field Scientist/Technician		120 hours	\$60.47		\$7,256.56
Billing Clerk		7 hours	\$55.17		\$386.17
Secretary/Word Processor		9 hours	\$55.17		\$496.50
Subtotal – Personnel					\$29,389.05
Equipment and Expendables					
Operation and Maintenance Kit		3 days	\$200.00		\$600.00
Pick-up Truck		16 days	\$60.00		\$960.00
Organic Vapor Analyzer (FID)		3 days	\$65.00		\$195.00
Bag Filtration Elements		240 per unit	\$5.00	10%	\$1,320.00
Level D PPE		6 days	\$10.00		\$60.00
Acid Magic & buffer		36 gallon	\$14.00	10%	\$554.40
Hydrogen peroxide (15%)		10 drum	\$175.00	10%	\$1,925.00
Contingency equipment repair/refurbish		1 lump sum	\$2,000.00		\$2,000.00
Subtotal – Equipment and Expendables					\$7,614.40
Analytical Subcontractor					
Monitor Well Sample & Analysis (8260/8270)		25 analyses	\$115.54	10%	\$3,177.35
Remedial System (aqueous) 8260/8270		6 analyses	\$115.54	10%	\$762.56
Subtotal Subcontractors					\$3,939.91
Total Quarter 3 Cost					\$40,943.37

Notes:

Proposal assumes Lake County performs bag filter changes four times per week

Attachment A
Details of Costs and Fees: Quarter 4
(2018-2019)
Operation and Maintenance
Astatula Refueling Facility
Lake County, Florida

Category	Unit	Quantity	Unit Rate (\$)	Mark up	Total (\$)
Personnel					
Contract Manager	5 hours		\$159.14		\$795.68
Senior Engineer/Geologist/Project Manager	50 hours		\$143.22		\$7,161.08
Engineer II/Geologist III	120 hours		\$95.48		\$11,457.72
Eng I/Geologist II	15 hours		\$76.38		\$1,145.77
Drafting	5 hours		\$68.96		\$344.79
Accountant	5 hours		\$68.96		\$344.79
Field Scientist/Technician	120 hours		\$60.47		\$7,256.56
Billing Clerk	7 hours		\$55.17		\$386.17
Secretary/Word Processor	9 hours		\$55.17		\$496.50
Subtotal – Personnel					\$29,389.05
Equipment and Expendables					
Operation and Maintenance Kit	3 days		\$200.00		\$600.00
Pick-up Truck	16 days		\$60.00		\$960.00
Organic Vapor Analyzer (FID)	3 days		\$65.00		\$195.00
Bag Filtration Elements	240 per unit		\$5.00	10%	\$1,320.00
Level D PPE	6 days		\$10.00		\$60.00
Acid Magic & buffer	36 gallon		\$14.00	10%	\$554.40
Hydrogen peroxide (15%)	10 drum		\$175.00	10%	\$1,925.00
Contingency equipment repair/refurbish	1 lump sum		\$2,000.00		\$1,500.00
Subtotal – Equipment and Expendables					\$7,114.40
Analytical Subcontractor					
Monitor Well Sample & Analysis (8260/8270)	52 analyses		\$115.54	10%	\$6,608.89
Remedial System (aqueous) 8260/8270	6 analyses		\$115.54	10%	\$762.56
Subtotal Subcontractors					\$7,371.45
Total Quarter 4 Cost					\$43,874.90

Notes:

Proposal assumes Lake County performs bag filter changes four times per week